

SallieMaeStudent Loan Marketing Association
HEAL Relief Origination Center
P.O. Box 1304
Merrifield, Virginia 22119-1304**The HEAL Relief Account**

Questions? Call 1-800-645-1040

FEB 24 1995

Promissory Note

Before you sign your Sallie Mae HEAL Relief Promissory Note, please read and understand the borrower rights and responsibilities. Please use a black ink ballpoint pen. Please review all information on your HEAL Relief promissory note. When it is complete, detach the top copy and forward it to the HEAL Relief Origination Center. Keep the copy marked "Applicant Copy" for your records.

MARABLE, JEFFREY

02/02/95

HEAL DEBT TO WHICH THIS PROMISSORY NOTE IS APPLICABLE (LISTED BY HOLDER)

CREDITOR / HOLDER NAME	PAYOFF BALANCES PER HOLDER
SALLIEMAE - LSCVM	\$04,566.33
TOTAL HEAL DEBT TO BE CONSOLIDATED	
	\$04,566.33

WARNING: Any person who knowingly makes a false statement or misrepresentation in a HEAL loan transaction, bribes or attempts to bribe a Federal official, fraudulently obtains a HEAL loan, or commits any other illegal action in connection with a HEAL loan is subject to possible fine and imprisonment under Federal statute.

NOTICE: If the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note.

Please read the "PROMISE TO PAY" and the "BORROWERS RIGHTS AND RESPONSIBILITIES" carefully. Do not make any alterations for such alterations will nullify the terms and agreements of the Note. This is a legally binding contract. Sign and date the promissory note in ink.

Promise To Pay/Promissory Note (Please read and sign where indicated.)

I promise to pay to the Student Loan Marketing Association, or a subsequent holder of this Promissory Note ("Lender"), all sums due under these other loans under the terms of this Note to discharge my prior loan obligations, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs and late fees. The terms of this Note shall be interpreted according to the law (41 U.S.C. 293-292a) and the Federal Regulation (41 CFR Part 101) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the Lender. I understand that the amount of the loan will be based on the payoff balance(s) as provided by the Lender. I agree that all proceeds from this loan will be used solely to repay existing HEAL loans.

I understand that this is a Promissory Note and this Note supersedes all previous Promissory Notes and will be consolidated with all other HEAL debt. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. My signature on this Note indicates I have read, understood and agree to the terms and conditions, including the "Borrowers Rights and Responsibilities" printed on the reverse side of this Promissory Note. I acknowledge that I have received, read and understand the provisions of this Note, as set forth on all pages of this document.

APPLICANT SIGNATURE: [Signature] DATE: 2/2/95 SOC. SEC. NO.: [Redacted]

PLEASE REMEMBER: UNTIL YOU HAVE BEEN NOTIFIED THAT YOUR HEAL RELIEF ACCOUNT HAS BEEN APPROVED, YOU MUST MAKE PAYMENTS AS DUE ON EACH OF THE LOANS TO BE CONSOLIDATED.

The Lender and I further understand and agree that:

NOTIFICATION

I must immediately notify the Lender (in this Note, the term "Lender" includes a subsequent holder of the Note) in writing if any of the following events occur while the loan is unpaid in full: 1) change of address, 2) name change (e.g., maiden name to married name), 3) failure to begin any activity eligible for deferment status or 4) termination of participation in an activity eligible for deferment status.

INTEREST

1. Beginning on the day the loan is disbursed, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be prospective with the date upon which repayment of principal is required to begin or to resume. Interest which has accrued and is not paid may be added to the principal sum of the Note with interest thereon every 12 months. In computing when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the Lender shall establish and provide to me. Interest that is not paid shall be added to the principal sum of this Note annually.
2. Interest shall accrue and be payable at a yearly rate of interest which may not exceed a variable rate calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the month, one day, 153 day, 91 day, and 270 day Treasury bills issued during the preceding quarter, plus three percent, rounding the figure up to the nearest one-eighth of one percent. The rate of interest applied to the Note shall be the same on the day U.S. Treasury bills are issued during the preceding quarter, plus three percent, rounding the figure up to the nearest one-eighth of one percent.
3. Any change in the quarterly rate of interest will affect the monthly payment amount, and may affect the number of payments or the amount due at maturity.
4. I understand you will reduce the interest rate by 1/4 of one percent during any period installment payments are made by direct debit through the bank or other financial institution eligible to make automated clearing house payments. This reduction will terminate if installment payments to the full amount due are not actually made for any reason such as, for example, insufficient funds in my bank account, or a loan enters into any forbearance, or deferment or grace period, or I am not eligible to make automated clearing house payments, or I cancel the payment arrangement.
5. I understand you will permanently reduce the interest rate by 1/2 of one percent if and when you receive the two 48 scheduled installment payments due on this Note in full on or prior to their due date.

PREPAYMENT

I may, at my option and without penalty, prepay all or any part of the principal and accrued interest at any time.

REPAYMENT

1. Repayment shall be made in monthly installments over a repayment period which ends the first day of the month following the month in which I last received the loan. I understand that the

GOVERNMENT
EXHIBIT
A
CARDS 800-783-0389

My educational institution or my lender may disclose, in form, and any other relevant information, to appropriate consumer credit reporting agencies. I do not have to supply any past due or making a scheduled payment, the lender of my loan will, with an appropriate consumer credit reporting agency of my past due items, and any other relevant information.

If a scheduled payment is late, I will be charged five percent on each dollar of the installment payment due.

L. Monthly payments of principal and interest need not be paid, but interest shall accrue

- (A) When I am carrying a full-time course of study at a HEIM school or in an institution of higher education eligible to participate in the Federal Student Loan Program (and I am not participating in a fellowship training program) for full-time educational activity for not in excess of two years as described in paragraph 10(b)(1)(A) of the 1984 REPAIR MENT statute;
- (C) Not in excess of three years for each of the following categories:
- (1) a member of the Armed Forces of the United States;
 - (2) in service as a volunteer under the Peace Corps Act;
 - (3) in service as a full-time volunteer under title I of the Domestic Volunteer Service Act of 1973; and
 - (4) a member of the National Health Service Corps.
- (D) Not in excess of two years when I am participating in an approved postdoctoral fellowship program. Except that this limitation of time applies to studies any period of the contract of the contract of the fellowship period for participation in an internship or residency program.
- (E) Not in excess of one year, if graduated from a school of chiropractic; and
- (F) Not in excess of three years when I have completed an accepted internship or residency training program in osteopathic, podiatric, dental, or dental hygiene, general internal medicine, preventive medicine, or general podiatric, and am practicing primary care.
10. I possess a sufficient academic background to enter the program in period (A) of PARTIALMENT, I agree, prior to the start of the activity, that I am eligible to participate in the program of the activity in the determined activity and evidence that verified document (Appendix of the activity in the responsible person's file) as required information in the application regarding the requested document.

It is due to hearing loss and permanently disabled, the child's intellectual as well as should be considered in accordance with applicable federal statute and regulations.

I have the right to be granted forbearance whenever I am temporarily unable to make scheduled payments on my HEAL Relief Account and I continue to repay the loan in an amount commensurate with my ability to repay the loan unless the Secretary determines that they are *de facto* in arrears and the forbearance will be ineffective in preventing default. A lender must exercise forbearance, in accordance with terms that are consistent with the thirty three day limitation on the length of repayment, if the lender and the borrower agree in writing, for the term(s). Each forbearance period may not exceed six months and the total period of forbearance (with or without payments) granted to the borrower cannot exceed two years unless an extension is granted by the Secretary.

11 I do not deny payments when due, any loan may be delayed in default. I default. The Federal Government has taken over my loan and I paid them over the Government. The Federal Government will attempt payment for the repayment of the debt, including the use of collection agents and requiring the default to continue until reporting specialists or to the Internal Revenue Service for purposes of forcing me to pay income tax related debt, and referred to the Department of Justice for litigation. I may be the subject of suits against me to force me to pay. The Secretary said they could reduce federal reimbursements or payments for health services under federal law to keep people who are practicing their professions and have failed to do their jobs, and may make other administrative officers, including state officers for Federal agencies. The Government may also report any payment of debt to the Internal Revenue

- Service as trustee in trust, but may undertake any other debt collection procedure in accordance with the Credit Collection Regulation (45 CFR 101.600).
 1. In the event of my default on this loan, the entire unpaid loan balance, interest due and accrued shall be, in the opinion of the lender, the sum of my immediate due and payable.
 2. I will make a scheduled payment, in accordance with any other terms of the Note, to the lender or its duly appointed collection agent for collection of the loan.
 3. I hereby agree to make any payment I am required to make to the lender or the lender's agent for collection of the loan, through the Secretary of the lender, and I consent to make a fee to the Secretary for collection assistance, and I obtain my address from the Internal Revenue Service, through the Secretary, of the lender, and I consent to make a fee to the Secretary for collection assistance.
 4. If I fail to make a scheduled payment, or fail to comply with any other terms of this Note, the HIAL School of post graduate training program I have attended may insist on the collection of my loan, including providing information concerning me to the Secretary and to pay and present students and teachers of my HIAL Real Estate Associate.
 5. No Federal or State statute, regulation, or administrative limitation shall terminate the power of either party to make any fee. If a judgment may be collected, or an other payment, or other action may be, limit set or taken by the Secretary, the Attorney General, or other administrative head of any other Federal agency, for the repayment of the any sum due on this Note.

I may not have any late-discharged in bankruptcy during the first seven years of the repayment period, under the chapter of the Bankruptcy Act, including Chapter 13. I may have a HIFM. Relief Agency, discharged in bankruptcy after the first seven years of the repayment period, including any periods of forbearance and delinquency, with upon a finding by the Bankruptcy Court that the non-payment of such debt would be unconscionable and I am the creditor that the necessary steps will have been taken under state or Federal law to reduce any Federal indebtedness to Federal payments for health services under any Federal law in assistance to the balance of the loan.

1. The lender-holder may change the terms of an FHLA Note Account without the consent

- [illegible]

[illegible]

- [illegible]

1. Last Name MARAGLE		First Name Jeffrey		Middle Initial		1a. Former Name (e.g., maiden name)		2. Social Security Number 1		
3. Permanent Street Address				4. Day Telephone Number				5. Evening Telephone Number		
City		State		Zip		6. Date of Birth (month/day/year)		7. Driver's License Number 1		
8. Employer (Name) Beth Israel Medical Center				Address 17 Ave 16th Street				9. Major Course of Study Code (see instructions) MED		
City NY		State NY		Zip 10003		10. Graduation Date or Less than Full-Time Date 6/94		11. Grace End Date (if applicable) 3/30/95		
12. Are you delinquent on the repayment of any Federal Debt?			13. Citizenship Status			Registration #			Country of Citizenship	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input checked="" type="checkbox"/> A. U.S. Citizen <input type="checkbox"/> B. U.S. National <input type="checkbox"/> C. U.S. Permanent Resident <input type="checkbox"/> D. Other							

14a. Name Ophele MARAGLE		14b. Name Barbara MARAGLE		14c. Name Michelle Tejeda	
Relationship to Borrower Wife		Relationship to Borrower Mother		Relationship to Borrower Sister	
Permanent Address		Permanent Address		Permanent Address	
City, State, Zip Code		City, State, Zip Code		City, State, Zip Code	
Area Code & Telephone Number		Area Code & Telephone Number		Area Code & Telephone Number	

15. Name and Address of Current Holder	16. Account Number	17. Original Principal Balance	18. Interest Rate	19. 1st Disbursement Month/Year	20. Current Balance
Sallie Mae PO Box 1665 Sallie Mae PO Box 1665 Sallie Mae PO Box 1665 Sallie Mae PO Box 1665 Sallie Mae PO Box 1665 Sallie Mae PO Box 1665 Sallie Mae PO Box 1665		10,000	6.25	2/86	15,356.35
		8,000	6.25	1/87	12,762.80
		16,000	6.25	7/87	24,912.03
		15,000	6.25	3/88	13,618.41
		19,000	6.25	8/88	19,024.30
		19,000	6.25	6/89	10,609.45

21. <input type="checkbox"/> I choose GRADUATED REPAYMENT OPTION 1 (50% interest payments for year 1 and 75% interest payments for year 2 followed by payment step-ups in years 3-5, level payments beginning in year 6.)	<input checked="" type="checkbox"/> I choose GRADUATED REPAYMENT OPTION 2 (75% interest payments for year 1 and 85% interest payments for year 2 followed by payment step-ups in years 3-5, level payments beginning in year 6.)	<input type="checkbox"/> I choose a LEVEL Repayment Plan (level principal and interest payments over the life of the loan.)
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